

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND)	Civil Action #: _____
)	
Karen Hoover Guay)	
Newfangled Consignments LLC)	
)	
v.)	<u>SUMMONS</u>
)	(Jury Trial Demanded)
Estates Management Co.)	
WECO River District LLC)	
Robert Mundy)	
Carter and Carter Construction LLC)	
CBG, Inc)	
Terratec, Inc)	
GS2 Engineering Environmental Consultants, Inc)	
Hayward Baker, Inc)	
Modern Exterminating Co. Inc)	
Seamon Whiteside Inc)	
Stienburg Design Collaborative LLP)	

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your answer to the said Complaint upon the subscriber, at his office, 2231 Devine St, Suite 202, Columbia, South Carolina 29205, within thirty (30) days after the service hereof, exclusive of the day of such service; and if you fail to answer the Complaint in the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

The Hardee Law Firm

s/Mark W. Hardee
 Mark W. Hardee
 Attorney for Plaintiff
 2231 Devine St, Suite 202
 Columbia, South Carolina 29205
 (803) 799-0905
 (803) 799-0470 (fax)

Columbia, South Carolina
 March 27, 2019

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND)	Civil Action #: _____
)	
Karen Hoover Guay)	
Newfangled Consignments LLC)	
)	
v.)	<u>COMPLAINT</u>
)	(Jury Trial Demanded)
Estates Management Co.)	
WECO River District LLC)	
Robert Mundy)	
Carter and Carter Construction LLC)	
CBG, Inc)	
Terratec, Inc)	
GS2 Engineering Environmental Consultants, Inc)	
Hayward Baker, Inc)	
Modern Exterminating Co. Inc)	
Seamon Whiteside Inc)	
Stienburg Design Collaborative LLP)	

The Plaintiffs complaining of the Defendants would respectfully allege:

1. Karen Hoover Guay is a citizen and resident of Lexington County, South Carolina.
2. Newfangled Consignment LLC is a corporation organized under the laws of South Carolina and does business in Lexington County, South Carolina.
3. Upon information and belief the Defendant Estates Co. Inc is a cooperation organized under the laws of the State of South Carolina and is the parent company of WECO River District LLC, and its principle shareholder is Robert Mundy and its primary office is located in Richland County, South Carolina.
4. Upon information and belief WECO River District LLC is a development company organized under the laws of the State of South Carolina by Estates Co Inc and Robert Mundy, to develop property in West Columbia, South Carolina. Its primary office is located in Richland County, South Carolina.

5. Upon information and belief defendant Robert Mundy is a citizen and Resident of Richland County and is the principle and controller of Estates Co. Inc, and created WECO River District to develop property in West Columbia, South Carolina (herein after Estates Co Inc, WECO River District and Robert Mundy are collectively referred to as the Mundy Defendants)
6. Upon information and belief the Defendant Carter v. Carter Construction LLC is a company organized in Alabama and was hired by Estates Co. Inc, WECO River District LLC, and Robert Mundy to construct a development in West Columbia, South Carolina known locally as 'the Pitt' and is the and is the agent of the Mundy Defendants.
7. Upon information and belief the Defendant CBG Inc is a corporation organized under the laws of the State of South Carolina and is a sub-contractor hired by Carter and Carter Construction LLC to help construct the construction of a development in West Columbia, South Carolina locally known as "the Pitt" and is an agent of the Mundy Defendants and Carter and Carter Construction LLC.
8. Upon information and belief the Defendant Terratec Inc is a corporation organized under the laws of the State of South Carolina and was hired by Carter and Carter Construction LLC as a sub-contractor to help construct a development in West Columbia, South Carolina locally known as "the Pitt" and is the agent of the Mundy Defendants and Carter and Carter Construction LLC.
9. Upon information and belief GS2 Engineering and Environmental Consultants LLC is a corporation organized under the laws of the State of South Carolina and was hired by Carter and Carter Construction LLC to be project manager of the Construction of a

development in West Columbia, South Carolina known locally as ‘the Pitt’ and is an agent of the Mundy Defendants and Carter and Carter Construction LLC.

10. Upon information and belief the Defendant Hayward Baker Inc is a corporation organized under the laws of the State of South Carolina and was hired as a sub-contractor by Carter and Carter Construction LLC to help in the construction of a development in West Columbia, South Carolina locally known as ‘the Pitt’ and is the agent of the Mundy Defendants and Carter and Carter Construction LLC.
11. Upon information and belief the Defendant Modern Exterminating Co. Inc is a corporation organized under the laws of the one of States of the United States and does business in South Carolina and was hired by Carter and Carter Construction LLC as a sub-contractor to help construct a development in West Columbia, South Carolina locally known as the “Pitt” and is the agent of the Mundy Defendants and Carter and Carter Construction LLC.
12. Upon information and belief the Defendant Seamon Whiteside Inc is a corporation organized under the laws of one of the States of the United States and was hired by Carter and Carter Construction LLC as a sub-contractor to help construct a development in West Columbia, South Carolina locally known as “the Pitt” and is the agent of the Mundy Defendants and Carter and Carter Construction LLC.

FACTS

13. On or about 2013 Karren Hoover Guay in anticipation of retiring decided she would recognize her longtime dream of renovating a building and developing a business, Newfangled Consignments LLC, that would give her supplemental income throughout her retirement.
14. Ms. Hoover Guay signed a contract to purchase 351 Meeting St. in West Columbia, S.C. from the city of West Columbia
15. Before she could close on the property, upon information and belief, the defendant Bob Mundy attempted to interfere with her contract with the City of West Columbia. Mr. Mundy had contracted to purchase the property surrounding Ms. Hoover Guay's property, and attempted to convince the City of West Columbia to sell him 351 Meeting St. as well.
16. Ms. Guay was forced to hire an attorney to intervene, and she eventually closed on the property and opened Newfangled Consignments LLC.
17. However, Mr. Mundy was not finished with his scheme to obtain Ms. Guay's property, by whatever means necessary.
18. Mr. Mundy has a history of deceit in his business dealings. See Boddie-Noell Properties, Inc v. 42 Magnolia Partnership where the Supreme Court of South Carolina upheld the overwhelming evidence that Robert Mundy's bad acts culminated in Mr. Mundy "tricking" the other Party into cancelling a contract regarding the sale of 42 Magnolia apartments.

19. Mr. Mundy, through his company Estates Co. Inc. and WECO River District LLC, began to develop the property surrounding, 351 Meeting St. West Columbia. This surrounding property is locally known as “the Pitt” due to its steep incline, making it resemble a large hole in the ground.
20. Ms. Hoovers property sits on flat ground at the top of the incline. Upon information and belief WECO River District LLC contracted with Carter and Carter to develop “the Pitt”. The development included underground parking and multi-floored housing and retail space.
21. Upon information and belief, Carter and Carter Construction LLC, hired CBG Inc, GS2 Engineering and Environmental Consultants LLC, Hayward Baker Inc, Modern Exterminating Co. Inc, Seaman Whiteside Inc, Steinberg Design Collaborative LLP, and Terratec Inc to act as sub-contractors to help in construction of the development, and at all times were acting as agents of the Mundy defendants and Carter and Carter Construction LLC.
22. Upon information and belief, the Defendants entered into a conspiracy to develop the “Pitt” with construction and engineering techniques which destabilized the ground under and around Ms. Hoovers building, causing severe structural damage to her building, which eventually led to her having to close her business.
23. The vibrations and removal of soil to build an underground parking structure destabilized the Plaintiff’s property causing the water line under the building to crack, and causing the building to shift and settle causing cracks and separations throughout the building and retaining walls, which continue to get worse.

24. It is obvious looking at “the Pitt” that such an unreasonable, unprofessional and incompetent design and construction would cause harm to the Plaintiffs’ property.
25. The roadway on one side of the Plaintiffs’ property collapsed, and the sidewalk on the other side of the property cracked due to the substandard, reckless and faulty design and construction practices.
26. During the construction by the Defendants that was ruining her property, Mr. Mundy approached Ms. Hoover and offered to buy her property at a substantially decreased value, in an attempt to accomplish the scheme and conspiracy to run her off her property.
27. Due to the actions of the Defendants, Ms. Guay’s property and building continues to deteriorate, and will soon be uninhabitable and unsafe and she has been forced to close Newfangled Consignments LLC.

FOR A FIRST CAUSE OF ACTION

(Negligence)

28. The Defendants were negligent, grossly negligent, willful, wanton and reckless in their construction design and practices in the following particulars:
 - a) Designing the construction so that the removal of large amounts of soil surrounding the Plaintiffs’ property causing the ground beneath the Plaintiffs’ property to be undermined and made unstable
 - b) Designing and building the parking garage and building surrounding the Plaintiffs’ property so that all ground water from the road in from of the Plaintiffs’ building to be

collected and directed to a stream thereby destabilizing the ground around the Plaintiff's property.

- c) By trespassing upon the Plaintiffs' property by attaching part of the project to the Plaintiff's retaining wall, and using her parking lot without permission.
 - d) The Defendants were negligent in the design, engineering, project management and construction of the development project that damaged the Plaintiffs' property and business.
 - e) By designing and constructing the underground garage and building surrounding the Plaintiffs' property in a manner which would destabilize the Plaintiffs' property which any reasonable contractor, engineer, architect or developer would recognize more particularly described in the engineer report from Chao and Associates, and pictures, attached to this Complaint.
 - f) By designing and using construction practices which cause the Plaintiffs' property to violently vibrate.
29. Due to the Defendants negligence, gross negligence, willful, wanton and reckless behavior, the Plaintiffs' property was severely damaged and the business ruined, causing the Plaintiffs more than one million dollars in damages.

FOR A SECOND CAUSE OF ACTION

(Civil Conspiracy)

30. The Defendants combined together for the purpose of injuring the Plaintiffs by designing and constructing the development surrounding her property in a manner to cause the ground to destabilize resulting in the Plaintiffs having to leave the property and severely decreasing the value of her property.

31. The Plaintiffs were injured by the loss of the business operations out of the property and a substantial decrease in the value of the property as a result and proximate cause of the Defendants' Conspiracy.

g) By failing to properly supervise the project

h) By using design and construction practices which destabilized the Plaintiffs' property.

FOR A THIRD CAUSE OF ACTION

(Private Nuisance As To Mundy Defendants)

32. The Defendants are the owners of the property surrounding the Plaintiff's property located at 351 Meeting St. in West Columbia.

33. By developing their property in a improper manner, it has unreasonably interfered with the Plaintiff's use and engagement of her property.

34. The actions of the Mundy Defendants, proximately caused the Plaintiff damages including the loss of her business and use of her property and a decrease in it's value.

WHEREFORE having fully complained of the Defendants, the Plaintiffs pray for actual and punitive damages, in an amount to be determined by a Jury, for the costs of this action, and for such other and further relief the court deems just and proper.

The Hardee Law Firm

s/Mark W. Hardee

Mark W. Hardee

Attorney for Plaintiff

2231 Devine St, Suite 202

Columbia, South Carolina 29205

(803) 799-0905

(803) 799-0470 (fax)

Columbia, South Carolina

April 10, 2019



December 24, 2018

Karen Hoover Guay
Newfangled Consignments
351 Meeting St, West Columbia SC 29169

RE: Structural Evaluation of 351 Meeting St.
C&A Project No. 583867-17

Dear Ms. Guay:

As requested, Chao & Associates, Inc. (Chao) performed an initial visual observation of the above referenced site on December 4, 2017 and a second visual observation on January 30, 2018. We performed a follow up evaluation again on September 26 and November 6, 2018. You and Mr. Mark Hardee, attorney, were present to provide access and background information.

For description purposes, the directions used in this report are based on the view of a person standing on Highway 1 facing the building.

GENERAL INFORMATION

This is a 2 story building with a masonry veneer around the first floor, vinyl siding above, and a soil solid filled basement area below. The building was reportedly built in the 1930's and you, the owner has been occupied the building since 2013. It was reported that construction started around this building in June of 2017 and is now completed surrounded the left and rear side of the building. It was also reported that this building has had excessive vibrations due to compacting activities in the construction site 6 times since the beginning of construction. In August of 2017 you started noticing cracking in the interior walls and exterior masonry veneer throughout the left and front side of the building. You suspected that these deficiencies are due to the on-going construction and have engaged Chao to perform a structural evaluation of the above noted deficiencies. Chao issued a report on February 13, 2018. No remedy works were performed to stabilize the building's settlement. You have noticed the width of the cracks getting larger over the time and more cracks were noted. Chao is to perform a follow up evaluation to examine the current structural condition of the building.

SCOPE OF SERVICE

Chao was engaged to conduct a cursory, field evaluation of the above noted deficiencies.

This report is based on visual observations and information that was provided or was made available during the visual field evaluation. It represents the professional opinion and judgment of a Licensed Professional Engineer. No material testing or uncovering were performed and are beyond the scope of service. If further information is provided or becomes



available, the initial findings will be reviewed which may result in the need to modify the opinion rendered initially.

This report is solely for the benefit of the client to whom it is addressed. Any reuse of this report without the expressed written consent of Chao & Associates Inc. is prohibited.

FIELD OBSERVATIONS AND RECOMMENDATIONS

During the visual field evaluation, the following items were noted:

- 1 It was noted that on the left and rear side of the building, new construction has completely box-in the building (see photos 1, 2). Stormwater runoff created by the adjacent construction is continuing to erode the soil around the building (see photos 3).
- 2 At the window on the front wall farthest to the left there was separation in the top left corner of the window molding and a hairline diagonal crack in the wall starting at this corner approximately 1' in length; above this same window an approximate 4' long and 1/8" wide horizontal crack was observed. This deficiency appeared between the December 4, 2017 and January 30, 2018 evaluations. All these cracks are getting wider and longer (see photos 4 and 5).
- 3 There was a hairline diagonal crack approximately 8" long observed on the left wall of the building adjacent to the timber/stucco lintel. This deficiency appeared between the December 4, 2017 and January 30, 2018 evaluations. This crack is getting wider and longer (see photos 6 and 7).
- 4 There are new cracks developed at the windows at the rear right corner of the building (see photos 8 - 9).
- 5 There is a new crack developed at the stairwell wall located at the rear right corner of the house (see photo 10).
- 6 There is a new crack developed at the ceramic floor tile located at the rear right corner of the house (see photo 11).
- 7 On the exterior of the building at the window on the front wall nearest to the front left corner, multiple cracks were noted in the masonry veneer. The crack at the upper left corner of the window is getting wider (see photos 12 - 14).
- 8 A separation was noted along the right face of the concrete retaining wall and the concrete curb/concrete splash pad. The maximum separation at the concrete curb was measured to be approximately 1-3/4" wide. This separation is getting wider (see photos 15 - 16). There is a new stair step crack developed at the lower portion of the left wall window (see photo 17).
- 9 A new stair step crack is developed at the right front corner of the wall (see photo 18).

CONCLUSIONS

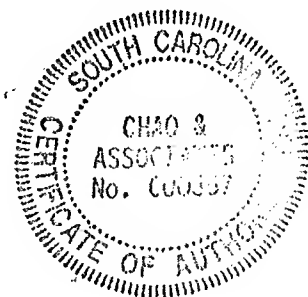
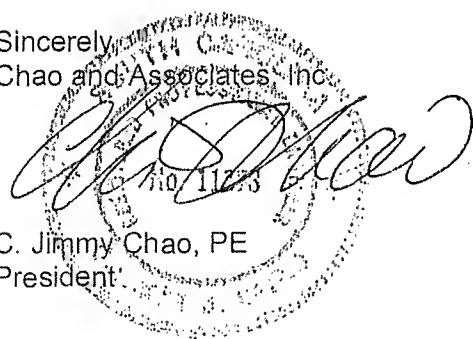
It is our opinion that the above noted deficiencies are a result of further/continuous settlement in the left side of the building and the rear right corner of the building. The existing soil around the building was there to provide stability for the concrete retaining wall and building basement wall. When the soil surround the left and rear sides of the building were continuously eroded away by the stormwater runoff created by the adjacent construction activity, it has further aggravated the outward deflection of the concrete retaining wall and basement wall thus causing the soil behind to settle further.

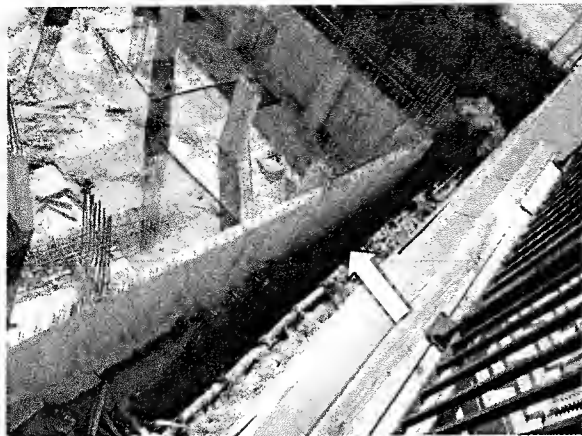
Due to the constraint of the surrounding structure, our previously recommended soil nail system into both walls in order to prevent any further settlement is not a viable option now. It is our opinion that the most efficient way to rectify the issue is to excavate the soil from inside the building and install steel beams vertically along the walls. The steel beams need to be epoxy bolted into the walls and secured at the top by the new poured concrete slab. During the excavation, all the existing interior walls need to be temporary shored to prevent collapsing and/or settlement. It is reported that there was a fuel tank abandoned underneath the building. Care should be exercised during the excavation to remove the fuel tank due to there may be hazardous material inside and around the tank. An environmental specialist shall be consulted to develop the procedure of removing the fuel tank. The entire building shall be vacated until the repair work is completely done. Only after both of these retaining walls are stabilized by the steel beam system should the above ground finishing repairs be made. This is a highly complicated repair project and finding a competent contractor could be a challenge. The contractor shall be required to have a Performance and Payment Bond to insure the proper repair work. The cost of performing the structural repair work only including A/E design is estimated at \$400,000.

It is a pleasure to provide our engineering service to you. Please do not hesitate to call us if you have any questions.

Sincerely,
Chao and Associates, Inc.

C. Jimmy Chao, PE
President

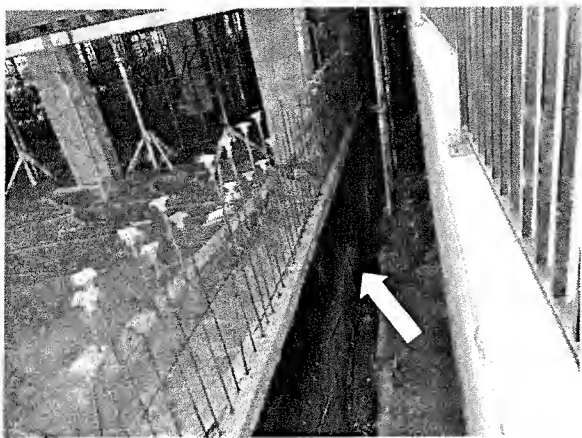




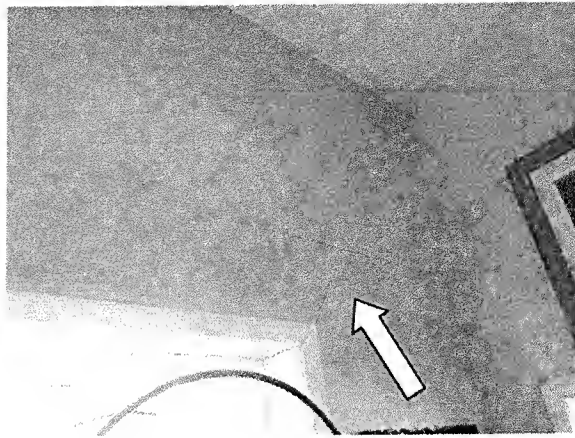
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4 (before)



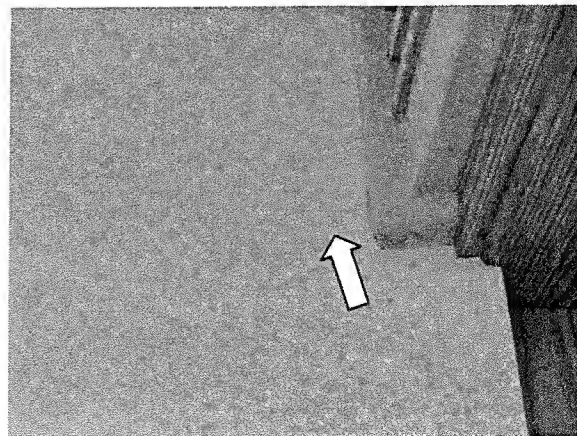
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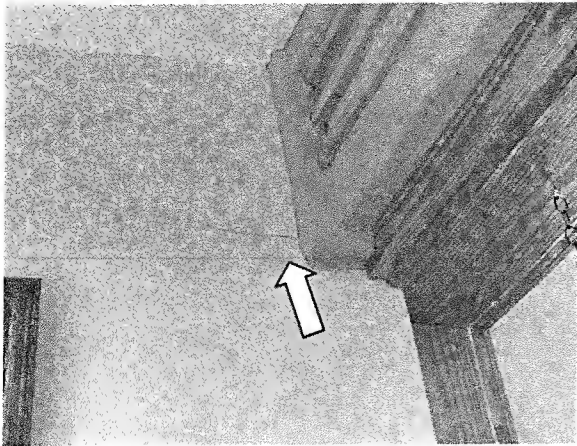
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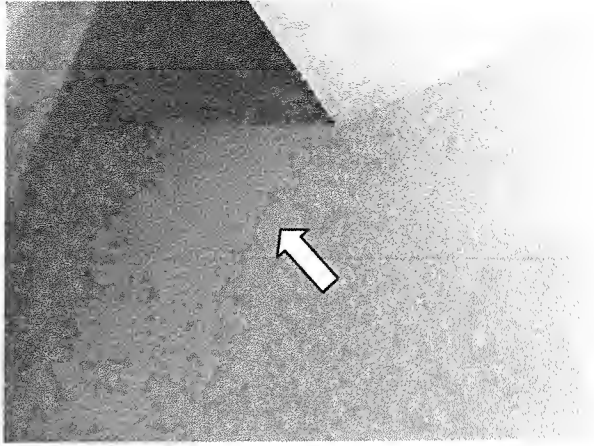
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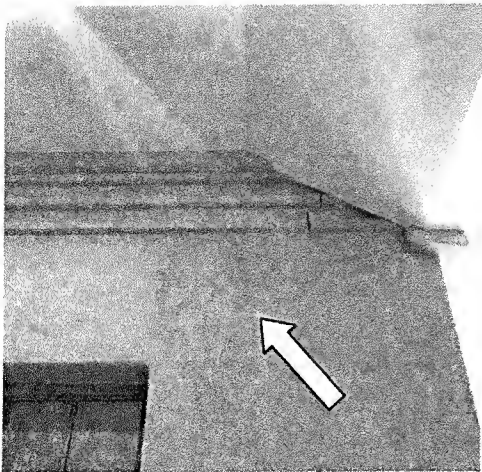
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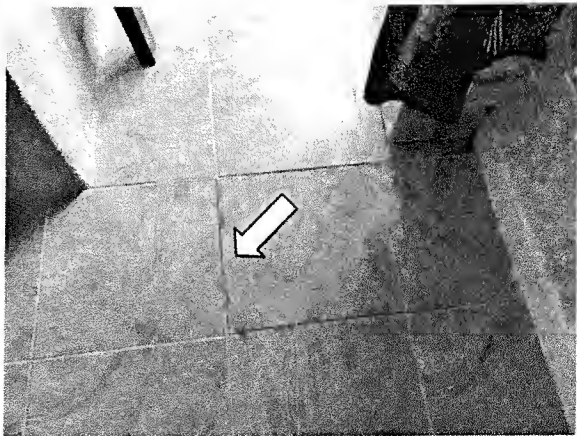
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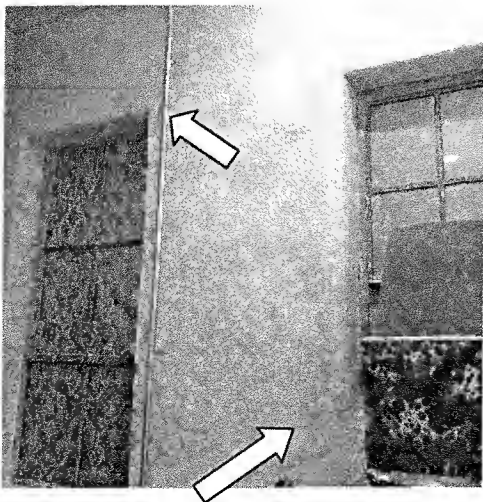
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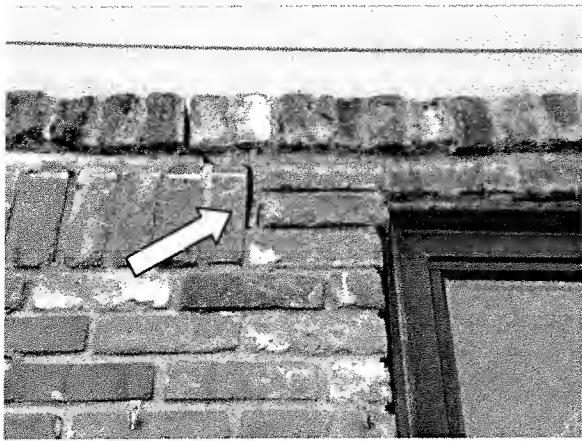
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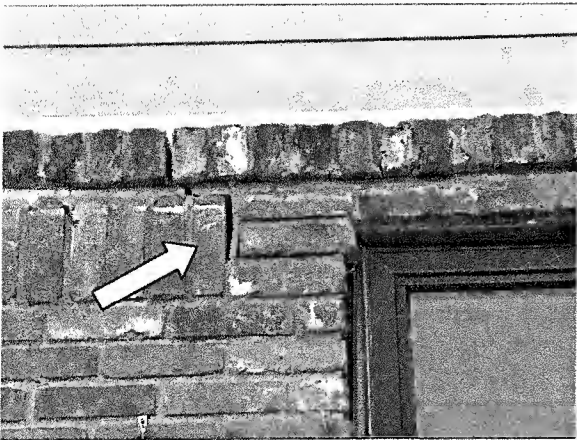
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12 (before)



13 (before)



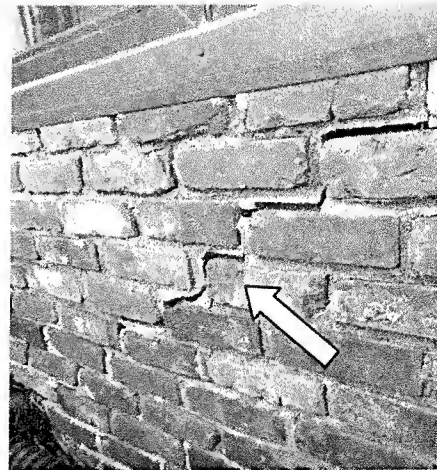
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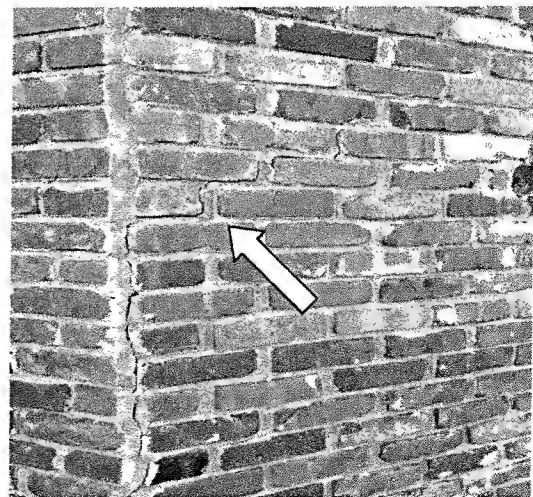
15 (before)



16



17



18